ADA COUNTY RECORDER Christopher D. Rich BOISE IDAHO Pgs=3 BONNIE OBERBILLIG BRIGHTON DEVELOPMENT INC 2018-100199 10/22/2018 11:08 AM AMOUNT:\$16.00



# NINTH AMENDMENT TO MASTER DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR BAINBRIDGE CONNECTION SUBDIVISION

(Annexation – Bainbridge Connection)

October 10, 2018

#### **RECITALS**

WHEREAS, Brighton Development Inc., an Idaho corporation, as Declarant, recorded that certain Master Declaration of Covenants, Conditions, Restrictions and Easements for Bainbridge Subdivision dated July 11, 2014, recorded as Instrument No. 114054968 on July 11, 2014, in the records of Ada County, Idaho, which may be amended from time to time (collectively "Master Declaration");

WHEREAS, Section 11.01 of the Master Declaration allows for Declarant's annexation of additional property to the Subdivision, whether owned by Declarant or others, which additional property, when annexed, is brought within the provisions of the Master Declaration;

WHEREAS, the Declarant desires to amend the Master Declaration to provide the Association the power to enforce the terms of the Declaration by imposing fines, consistent with Idaho Code §55-115; and

WHEREAS, the purpose of this Ninth Amendment is to amend the Master Declaration to allow for the impositions of fines, to annex the additional property hereafter described, and upon such annexation to subject such additional property to all of the terms, covenants, conditions, restrictions and easements contained in the Master Declaration, and to supplement the Master Declaration with additional or different covenants and restrictions expressly provided hereafter, if any, which covenants and restrictions shall apply to only the Annexed Property.

# ARTICLE I. PROPERTY COVERED

The property which is covered by this Ninth Amendment and which shall be annexed under the Master Declaration is the real property owned by Brighton Development Inc., an Idaho corporation, the Declarant, and is described as follows (hereafter "Annexed Property"):

Lots 1 through	and including 5, Block 1; Lots 1 thro	ough and including 5, Block 2; of	
<b>BAINBRIDGE C</b>	ONNECTION SUBDIVISION, accordi		
in Book <u>//5</u>	of Plats at Pages <u>/ 7 / 6 O</u>	through and including <u>17</u> ] & (	0
	_, inclusive, as Instrument No. 201	<u>R-100194</u> on	
Opt. 22	, 2018, records of Ada County, Id	daho.	

### ARTICLE II. DEFINED TERMS

Unless the context otherwise specifies or requires, the words and phrases in this Ninth Amendment shall have the same meaning as such words and phrases are defined in the Master Declaration.

### ARTICLE III. ANNEXATION

Pursuant to Section 11.01 of the Master Declaration, the Declarant hereby declares that the Annexed Property is annexed to the Property, and brought within the provisions of the Master Declaration, and is hereby made part of the "Subdivision" and "Property", subject to all of the covenants, conditions, restrictions and easements of the Master Declaration.

# ARTICLE IV. OWNERS ASSOCIATION

As provided in Section 11.01 of the Master Declaration, upon the annexation of the Annexed Property, the Owners of the Lots within the Annexed Property shall become members of the Association with all rights, privileges and obligations as all other members. The Master Declaration is amended by the addition of the following sections:

A new Section 6.05(b)(i) is added to Section 6.05 as follows:

"(i) <u>Fines.</u> Notwithstanding anything else in the Master Declaration to the contrary, and without eliminating any other remedies available to it, the Association shall have the power to adopt, impose, and enforce fines for violations of Association rules or for any other provision of the Declaration. Such fines shall be a charge against the Owner and a Limited Assessment upon the Owner's Lot, enforceable in the same manner as any other assessment."

A new Section 9.04(d) is added to Section 9.04 as follows:

"(d) <u>Fines</u>. Any fines assessed pursuant to this Master Declaration and Section 6.05(b)(i) shall be a Limited Assessment upon the Owner and the Owner's Lot."

# ARTICLE V. CONFLICTS

Any conflict between the terms of the Master Declaration, as amended, and the provisions of this Ninth Amendment shall be controlled by this Ninth Amendment.

#### ARTICLE VI. EFFECTIVE DATE

This Ninth Amendment shall be effective from and after the date it is recorded in the official Records of Ada County, Idaho.

IN WITNESS WHEREOF, the undersigned, being the Declarant under the Master Declaration, and pursuant to Section 11.01 of the Master Declaration, has hereunto executed this Ninth Amendment as of the date and year first above written.

#### **NINTH AMENDMENT TO MASTER DECLARATION - 2**

#### **DECLARANT:**

BRIGHTON DEVELOPMENT INC., an Idaho corporation

By:

Jonathan D. Wardle, Presiden

STATE OF IDAHO ) ss: County of Ada )

On this  $9^{-\frac{1}{12}}$  day of October, 2018, before me, the undersigned Notary Public, personally appeared Jonathan D. Wardle, known or identified to me to be the President of BRIGHTON DEVELOPMENT INC., an Idaho corporation, and the person who subscribed said Corporation's name to the foregoing instrument as the President of said Corporation, and acknowledged to me that he executed the same in said Corporation's name.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

SHARI VAUGHAN Notary Public - State of Idaho Commission Number 20181002 My Commission Expires Jun 1, 2024 Notary Public for Idaho

My Commission Expires: